

Recording Requested by and When
Recorded Return to:

Alta View Shopping Center, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven Usdan

13879667 B: 11299 P: 8239 Total Pages: 20
01/28/2022 02:54 PM By: salvarado Fees: \$40.00
AGREE- AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: RAY QUINNEY & NEBEKER, P.C.
36 S STATE STREETSALT LAKE CITY, UT 84111

Above Space for Recorder's Use Only

ENCROACHMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Encroachment and Temporary Construction Easement Agreement (this "Agreement"), dated January 18, 2022 (the "Effective Date") is by and between ALTA VIEW ASSOCIATES, a joint venture of WHITE INVESTMENT, INC., a Utah corporation ("White"), and MAGNA INVESTMENT & DEVELOPMENT LTD., a Utah partnership ("Magna"), White and Magna (collectively, "AVA"), on the one hand, and ALTA VIEW SHOPPING CENTER, LLC, a Delaware limited liability company ("AVSC"), on the other hand.

RECITALS

A. AVA (or the individual entities that constitute AVA) collectively hold fee title ownership to that certain real located in the City of Sandy, Salt Lake County, Utah and more particularly described on Exhibit A attached hereto (together with all improvements now or hereafter located thereon, the "AVA Property").

B. AVSC holds fee title ownership to that certain real located in the City of Sandy, Salt Lake County, Utah and more particularly described on Exhibit B attached hereto (together with all improvements now or hereafter located thereon, the "AVSC Property").

C. AVA (or the individual entities that constitute AVA) and AVSC are parties to that certain Agreement Regarding Covenants, Conditions and Restrictions dated May 25, 2017 and recorded on May 25, 2017 as Entry No. 1254908 in the official records of Salt Lake County, Utah pertaining to the AVA Property and the AVSC Property, as amended by that certain First Amendment to Agreement Regarding Covenants, Conditions and Restrictions dated February 26, 2019 and recorded on March 29, 2019 as Entry No. 12958338 (collectively, the "CC&R's").

D. AVA acknowledges that, pursuant to the CC&R's, Smith's Food & Drug Centers, Inc., an Ohio corporation (with its successors and assigns, "Smith's"), as the tenant of a portion of the AVSC Property, has the right to construct a Fuel Center (as defined in the CC&R's) on a portion of AVSC Property, and agrees that in connection with the development of the Fuel Center AVSC may develop two kiosk uses on the AVSC Property, one in front of the Fuel Center and one in front of the Smith's Building.

E. The development of the Fuel Center will include the installation of two new curb cuts on the AVSC Property, one directly onto 1300 East Street and the other onto the adjacent east/west side street that connects to 1300 East Street. These new curb cuts will benefit the AVSC Property, the AVA Property and other adjacent property owned by AVA. The development of the Fuel Center will also include modifications to the parking area of a portion of the AVA Property.

F. The installation of the new curb cut directly onto 1300 East Street will require the construction of a retaining wall along the south and west boundaries of the AVA Property that will encroach onto the AVA Property (the "Retaining Wall").

G. The parties desire to enter into this Agreement for the grant to AVSC of an encroachment easement for the Retaining Wall and a temporary construction easement for the installation of the Retaining Wall and the other modifications to the AVA Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The parties hereby acknowledge and agree to the foregoing Recitals and incorporate them into this Agreement by this reference.
2. Capitalized Terms. All capitalized terms used but not expressly defined in this Agreement have the meaning given to such terms in the CC&R's.
3. Approval of Site Plan and Schedule of Values; Payment. AVA hereby approves the site plan for the construction of the Fuel Center, associated drive aisles and other improvements, the kiosks, and the Retaining Wall, attached to this Agreement as Exhibit C (the "Approved Site Plan") and the Schedule of Values setting forth the anticipated project costs and the respective shares of both AVA and AVSC for the construction of the Retaining Wall and other modifications to the AVA Property, attached to this Agreement as Exhibit D (the "Schedule of Values"). AVSC shall have the right to modify the Approved Site Plan as required to obtain approval by the City of Sandy, Utah, provided that no such modification shall materially adversely affect access to or parking serving the AVA Property without the prior written approval of AVA, which approval shall not be unreasonably withheld, conditioned or delayed. Additionally, the Schedule of Values may be adjusted upward by up to five percent (5%) before AVA shall have the right to approve any additional costs, which approval shall be in writing and shall not be unreasonably withheld, conditioned or delayed. Upon completion of the improvements set forth on Exhibit C (the Approved Site Plan), including without limitation, the construction of the Retaining Wall and other modifications to the AVA Property, and upon receipt of an invoice and reasonable back-up documentation demonstrating the costs thereof, AVSC shall remit payment to Smith's within 30 days of receipt of the invoice based upon the cost allocation set forth in the Schedule of Values. AVA shall be entitled to delay remittance of its share of costs in the Schedule of Values pursuant to the provisions of Section 6 below.
4. Encroachment Easement. AVA hereby grants AVSC an easement appurtenant to the AVSC Property for the encroachment of the Retaining Wall onto the parcel of the AVA Property depicted on the Approved Site Plan as "Dental" in the location depicted on the Approved Site Plan. AVSC shall be responsible at its sole cost and expense for the maintenance, repair and replacement of the Retaining Wall in a safe and sound condition. The easement set forth in this paragraph shall include a right of access in favor of AVSC for the performance of such maintenance, repair and replacement.

5. Temporary Construction Easement. AVA hereby grants AVSC a temporary construction easement appurtenant to the AVSC Property over the AVA Property for the construction of the Retaining Wall and the other modifications to the AVA Property depicted on the Approved Site Plan. Upon the commencement of any construction on the AVA Property, AVSC shall thereafter diligently complete (or cause to be completed) such construction and perform all work in a manner that minimizes any burden on the AVA Property. In no event shall any construction activities interfere with the operation of any tenant's business on the AVA Property. AVSC shall repair (or cause to be repaired) all damage to the AVA Property incurred in connection with the exercise of the temporary construction easement and remove (or cause to be removed) all debris upon the completion of construction.
6. Future Development of the AVA Property. At such time as AVA, its successors and assigns, commences development of the AVA Property, with "commences development" being deemed the issuance of a building permit for construction by the governmental office having jurisdiction, then within thirty (30) days following the issuance of such building permit, AVA will reimburse AVSC, or Smith's, its successors and assigns, if Smith's was the paying party, an amount equal to/a percentage share equal to \$495,272.70 as set forth in the Schedule of Values, which amount/share represents AVA's contribution to the engineering, permitting and construction of the Retaining Wall and other improvements on AVA Property that benefits the AVA Property. Should AVA fail to make such payment thirty (30) days after written notice, then AVSC shall have all rights and remedies available to it at law in in equity.
7. Indemnification. AVSC shall indemnify, defend and hold harmless AVA from and against all claims and causes of action brought against AVA in connection with the exercise of the easement rights granted to AVSC pursuant to this Agreement, and all liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred by AVA as a result of such claims or causes of action; provided, however, that such indemnification shall not pertain to any such matters resulting from the negligence or willful misconduct of AVA or its tenants, or its or their employees, agents, contractors, invitees or licensees.
8. Run With the Land. All of the easements, covenants, conditions and restrictions set forth herein shall run with and bind the AVSC Property and the AVA Property, and each owner thereof, including their respective heirs, successors and assigns. AVA agrees that Smith's shall have the right to exercise all easements and rights granted to the owner of the AVSC Property under this Agreement. AVA agrees to accept performance from Smith's of any or all of AVSC's obligations under this Agreement.
9. Notices. All notices, consents, requests, demands, approvals, authorizations and other communications provided for herein shall be in writing and shall be sent by personal delivery, certified mail, return receipt requested, or by recognized overnight courier service, to the intended party at its last known address. For purposes of this Section 6.1, "last known address" with respect to any party shall mean such party's address last supplied by such party to the other party under this Agreement. If no address is supplied, then such party's address shall be deemed to be the address of any improved property owned by such party.
10. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Utah.
11. Severability. Each easement, covenant, condition and restriction of this Agreement is intended to be, and shall be construed as, independent and severable from each

other easement, covenant, condition and restriction. If any easement, covenant, condition or restriction of this Agreement is held to be invalid by any court, the invalidity of such easement, covenant, condition or restriction shall not affect the validity of the remaining covenants, conditions and restrictions hereof.

12. Attorneys' Fees and Costs. If any party brings an action or proceeding (including, without limitation, any cross-complaint, counter-claim, third-party claim or arbitration proceeding) against the other party for reason of the alleged breach or violation of any provision hereof, or for the enforcement of any provision hereof, or to interpret any provision hereof, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of such action or proceeding, including but not limited to its actual attorneys' fees reasonably incurred, which shall be payable by the non-prevailing party whether or not such action or proceeding is prosecuted to judgment or award. For the purposes of this Agreement, the term "attorneys' fees" shall mean the actual fees and expenses of counsel to the parties hereto reasonably incurred, which shall include fees and expenses reasonably incurred with respect to post-judgment motions, contempt proceedings, garnishment, levy, debtor and third-party examinations, discovery, bankruptcy, and proceedings to enforce, perfect or collect a judgment.

13. Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereby enter into this Encroachment and Temporary Construction Easement Agreement as of the Effective Date.

AVSC:

ALTA VIEW SHOPPING CENTER, LLC, a Delaware limited liability company

By: 2016 Utah Managing Member Portfolio, LLC, a Delaware limited liability company, its manager

By: 2016 Utah Portfolio, LLC, a Delaware limited liability company, its sole and managing member

By: CCA Acquisition Company, LLC, a California limited liability company, its managing member

By: 
Steven H. Usdan, managing member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

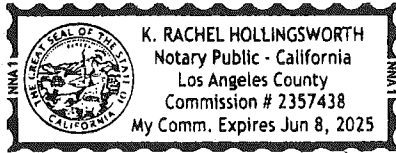
On DECEMBER 29, 2021 before me, K. RACHEL HOLLINGSWORTH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared STEVEN H. USDAN aka STEVEN USDAN
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



State of _____

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SEE ATTACHED
CA CERTIFICATE

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

AVA:

WHITE INVESTMENT, INC., a Utah corporation,
both on behalf of Alta View Associates and in its
direct capacity

By: Brandon Halliday
Name: Brandon Halliday
Its: Secretary

State of Utah

County of Salt Lake

On December 21, 2021 before me, _____,
(here insert name and title of the officer)
personally appeared Brandon Halliday, Secretary

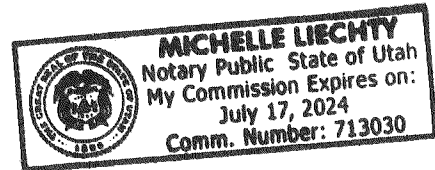
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{Utah} that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle Liechty

(Seal)



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

MAGNA INVESTMENT & DEVELOPMENT, LTD.,
a Utah partnership, both on behalf of Alta View
Associates and in its direct capacity

By: Allied Services, Inc., general partner

By: Michael J. Papanikolas
Michael J. Papanikolas, Executive
Vice President

State of ARIZONA

County of PIMA

On DECEMBER 2, 2021 before me, MICHAEL J. PAPANIKOLAS, EXEC VICE PRESIDENT
(here insert name and title of the officer)
personally appeared MICHAEL J. PAPANIKOLAS

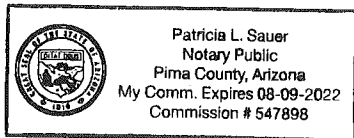
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{ARIZONA} that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia L. Sauer

(Seal)



JOINDER

The undersigned, Smith's Food & Drug Centers, Inc., an Ohio corporation, hereby agrees, on behalf of itself and its successor and assigns, to perform all obligations and liabilities of AVSC under the foregoing Encroachment and Temporary Construction Easement Agreement ("Agreement") that arise or accrue during the period in which it, or its successors or assigns, continues to own a leasehold interest in the AVSC Property, and to indemnify, defend and hold harmless AVSC from and against all claims, causes of action, liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred by or brought against AVSC in connection with the Agreement that arise or accrue during the period in which the undersigned, or its successors or assigns, continues to own a leasehold interest in the AVSC Property, except to the extent resulting from the negligence or willful misconduct of AVSC.

SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation

By: [Signature]
Name: Christine S. Wheatley
Its: Vice President

Address: Smith's Food & Drug Centers, Inc.
c/o The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100
Attn: Real Estate (Smith's 153)



With a copy to:

Smith's Food & Drug Centers, Inc.
c/o The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100
Attn: Law Department (Smith's 153)

State of Ohio

County of Hamilton

The foregoing instrument was acknowledged before me this 3rd day of December, 2021, by Christine S. Wheatley, Vice President, of Smith's Food & Drug Centers, Inc., an Ohio corporation, on behalf of the corporation.

Jennifer K. Gottrand
Notary Public

My commission expires:



JENNIFER K. GOTTRAND
Attorney at Law
Notary Public, State of Ohio
My Commission Expires on _____
Date. Section 147.02 C.R.C.

EXHIBIT A

LEGAL DESCRIPTION OF AVA PROPERTY

All that certain real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning on the east line of 1300 East Street at a point which is South 0° 38' 03" West along the Section Line 246.46 feet and East 62.80 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; Thence North 1° 52' East along said East line 36.68 feet to a point of a 15.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 23.12 feet to a point of tangency; thence South 89° 49' East 50.43 feet to a point of a 740.00 foot radius curve to the left; thence Easterly along the arc of said curve 260.68 feet to a point of a 660.00 foot radius curve to the right, the center of which bears South 20.00 feet East from said point; thence Northeasterly along the arc of said curve through a central angle of 11° 12' 57" a distance of 129.20 feet to a point on a 660.00 foot radius curve to the right, the center of which bears South 0° 47' 03" East from said point; thence Easterly along the arc of said curve through a central angle of 3° 42' 19" for a distance of 42.68 feet; thence South 32° 0" East 422.6 feet; thence South 845.00 feet; thence North 89° 52' 50" West 735.00 feet to a point on the East line of 1300 East Street; thence North 0° 38' 03" East along said east line of 1300 East Street 614.20 feet; thence North 1° 52' East 455.08 feet to the Point of Beginning; containing 18.530 acres.

Excepting all of the real property described on Exhibit A to this Agreement.

~~B~~
~~EXHIBIT X~~

LEGAL DESCRIPTION OF AVSC PROPERTY

All that certain real property located in Salt Lake County, Utah and more particularly described as follows:

Parcel 1:

Beginning on the East line of 1300 East Street at a point which is South 0°38'03" West along the Section line 246.46 feet and East 62.80 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence East 68.79 feet; thence South 241.09 feet; thence East 270.58 feet; thence South 12.56 feet; thence East 234.06 feet; thence North 18°20'00" West 401.73 feet to the point of curvature of a 660.00 foot radius curve to the right; thence along the arc of said 660.00 foot radius curve to the right 42.68 feet (long chord bears North 83°04'07" East 42.67 feet); thence South 32°00'00" East 422.60 feet; thence South 462.28 feet; thence West 374.00 feet; thence South 132.19 feet; thence West 136.08 feet; thence North 150.00 feet; thence West 134.50 feet; thence South 150.00 feet; thence East 152.38 feet; thence South 215.00 feet; thence West 242.42 feet to the East line of said 1300 East Street; thence North 0°38'03" East along said East line 580.20 feet; thence North 1°52'00" East along said East street line 455.08 feet to the point of beginning.

Said property being also described by survey as:

Beginning on the East line of 1300 East Street at a point which is South 0°38'03" West along the Section line 246.45 feet and East 62.79 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence East 68.79 feet; thence South 241.09 feet; thence East 270.58 feet; thence South 12.56 feet; thence East 234.06 feet; thence North 18°20'00" West 401.73 feet to the point of curvature of a 660.00 foot radius curve to the right; thence along the arc of said 660.00 foot radius curve to the right 42.68 feet (long chord bears North 83°04'07" East 42.67 feet); thence South 32°00'00" East 422.60 feet; thence South 462.28 feet; thence West 374.00 feet; thence South 132.19 feet; thence West 136.08 feet; thence North 150.00 feet; thence West 134.50 feet; thence South 150.00 feet; thence East 152.38 feet; thence South 215.00 feet; thence West 242.42 feet to the East line of said 1300 East Street; thence North 0°38'03" East along said East line 580.20 feet; thence North 1°52'00" East along said East street line 455.08 feet to the point of beginning.

Less and excepting the following:

A parcel of land in fee, being part of an entire tract of property, situate in the Northwest quarter of the Northwest quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing Easterly highway Right of Way line of 1300 East Street, which point is 246.45 feet South 0°38'03" West along the Section line and 62.79 feet East

from the Northwest corner of said Section 16; thence North 1°52'00" East 36.68 feet to the point of tangency with a 15.00 foot radius curve to the right; thence Northeasterly 23.12 feet along the arc of said curve, chord bears North 46°01'17" East 20.90 feet to the Northerly boundary line of said entire tract; thence South 89°49'00" East 12.29 feet along said Northerly boundary line; thence South 45°32'01" West 26.55 feet; thence South 1°52'00" West 270.14 feet to a point 55.50 feet perpendicularly distant Easterly from the control line of said Project, opposite approximate Engineers Station 235+82.78; thence South 7°41'07" West 83.98 feet to said existing highway Right of Way line; thence North 1°52'00" East 320.85 feet to the point of beginning.

Also:

Beginning at a point in the existing Easterly highway Right of Way line of 1300 East Street, which point is 1281.52 feet South 0°38'03" West along the Section line and 53.00 feet East from the Northwest corner of said Section 16; thence North 0°38'03" East 16.14 feet to a point 43.00 feet perpendicularly distant Easterly from the control line of said Project, opposite approximate Engineers Station 227+99.89; thence South 48°56'30" East 24.57 feet; thence West 18.71 feet more or less, to the point of beginning as shown on the Official Map of Project GSP-IIPP-TI-2044(3)0 on file in the Office of the Utah Department of Transportation.

(Note: Rotate above bearings 0°15'00" clockwise to equal highway bearings.)

A.P.N. 28-16-101-025

EXHIBIT C

SITE PLAN

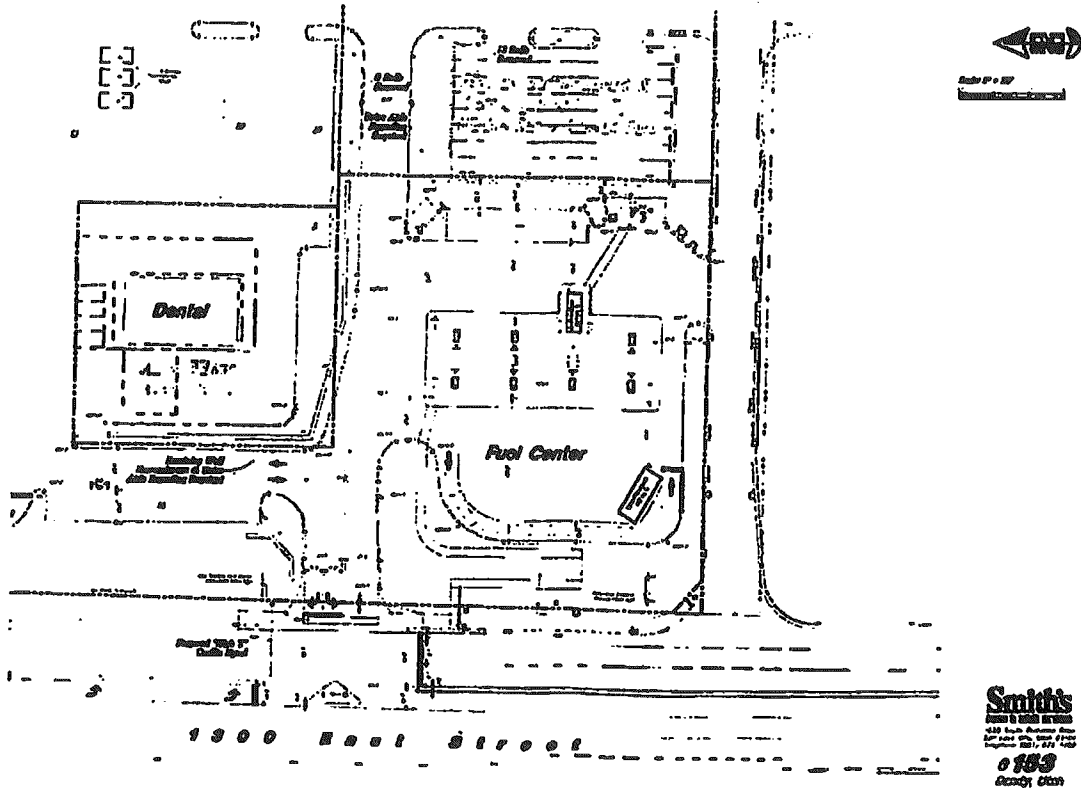


EXHIBIT D
SCHEDULE OF VALUES

Schedule of Values

The shared costs for the Altaview shopping center project include signage, a new waterline loop with fire hydrant, a new drive aisle connection w/ associated grading and retaining, and a sewer lift station. The described shared improvements are estimated to total \$249,268. Smith's will front these costs for construction of the proposed fuel center.

The three AVA pads are defined within the cost estimate as:

- 1) Drive thru drink kiosk (fronting 1300 East in front of the Smith's grocery store)
- 2) Drive thru coffee kiosk (adjacent to fuel center)
- 3) Dental office (projected as being redeveloped as a bank pad)

Each AVA pad will reimburse Smith's for their allocation of the shared costs at the time of obtaining a building permit from Sandy City. The drive thru drink kiosk and the drive thru coffee kiosk will be reimbursed for the dental office / bank pad portion of the shared costs once the dental office redevelops at a later date.

Smith's Fuel Center:

Offsite / Retaining Improvement Costs:	\$679,555.00
Smith's Parking Lot Improvement Costs:	\$281,916.00
Smith's Pro Rata Shared Costs:	\$103,724.00
Smith's Future Reimbursement from Dental Office Redevelopment:	\$10,455.00
Total Before Reimbursement (No Contingency Added):	\$1,065,195.00
Total After Reimbursement:	\$1,054,740.00

AVA Drink Kiosk:

Pad Improvement Costs:	\$125,994.00
Pro Rata Shared Costs:	\$72,772.00
Future Reimbursement from Dental Office Redevelopment:	\$20,772.33
Total Before Reimbursement (Including 15% Contingency Added):	\$228,580.90
Total After Reimbursement:	\$207,808.57

AVA Coffee Kiosk:

Pad Improvement Costs:	\$46,472.00
Pro Rata Shared Costs:	\$72,772.00
Future Reimbursement from Dental Office Redevelopment:	\$20,772.33
Total Before Reimbursement (Including 15% Contingency Added):	\$137,130.60
Total After Reimbursement:	\$116,358.27

AVA Dental Office / Bank:

Pad Improvement Costs:	\$378,672.00
Pro Rata Shared Costs:	\$51,999.67
Total (Including 15% Contingency Added):	\$495,272.42

Smith's #153 Fuel Center Supplementary Costs

CONCEPTUAL CONSTRUCTION ESTIMATE

Date: 11/18/2021

Prepared By: James Copeland

Note: This is a conceptual estimate prepared prior to receiving official City approval on the scope of the offsite improvements, and prior to receiving official written approval from adjacent owners on site plan and grading improvements outside of the Smith's fuel center property boundaries.

Item	Description	Quantity	Unit	Cost	
Smith's Fuel Center & 1300 East Signal					
1	Onsite Redi-Rock Retaining Wall	2,350	SF	\$50.00/SF \$117,500.00	
2	Cut to be Removed (to Finish Grade)	13,750	CY	\$14.00/CY \$192,500.00	
3	1300 East 2'-Wide Concrete Median	835	LF	\$25.00/LF \$20,875.00	
4	1300 East Concrete Median Removal & Asphalt Patching	1	LS	\$15,000.00/LS \$15,000.00	
5	Median Plowable End Section	2	EA	\$2,500.00/EA \$5,000.00	
6	Offsite Striping	2,820	LF	\$4.00/LF \$11,280.00	
7	Traffic Control	1	LS	\$7,500.00/LS \$7,500.00	
8	Offsite Surveying & Construction Staking	1	LS	\$2,200.00/LS \$2,200.00	
9	"High T" Intersection Signal & Underground	1	LS	\$275,000.00/LS \$275,000.00	
10	Offsite Materials Testing	1	LB	\$2,500.00/LB \$2,500.00	
11	Offsite Storm Drain	1	LS	\$30,200.00/LS \$30,200.00	
				Subtotal	\$670,555.00
TOTAL					\$670,555.00

Item	Description	Quantity	Unit	Cost	
Smith's Parking Lot					
1	Parking Lot Restriping	1	LS	\$2,500.00/LS \$2,500.00	
2	Curb & Gutter Removal	1,248	LF	\$4.50/LF \$5,616.00	
3	New Curb & Gutter	1,008	LF	\$25.00/LF \$25,200.00	
4	Asphalt Removal & New Asphalt Patching	11,205	SF	\$10.00/SF \$112,050.00	
5	Concrete Paving @ ADA Stalls	3,425	SF	\$10.00/SF \$34,250.00	
6	Parking Lot Lighting w/ New Poles/Fixtures (6 Poles)	6	LS	\$4,000.00/LS \$24,000.00	
7	Landscaping & Irrigation	6,000	SF	\$5.50/SF \$33,000.00	
8	Additional Street Trees & Tree Removal	1	LS	\$45,300.00/LS \$45,300.00	
				Subtotal	\$281,916.00
TOTAL					\$281,916.00

Item	Description	Total Cost	% Allocation	Cost	
Shared Costs					
1	Pylon Signs	\$123,808.00	50.0%	\$61,904.00	
2	8' Waterline Loop w/ Trenching	\$28,560.00	33.3%	\$9,520.00	
3	Fire Hydrant	\$5,700.00	33.3%	\$1,900.00	
4	Drive Aisle Connection	\$35,200.00	33.3%	\$11,733.33	
5	Sewer Lift Station (Including Control Panel & Accessories)	\$56,000.00	33.3%	\$18,666.67	
				Subtotal	\$103,724.00
TOTAL					\$103,724.00

Item	Description	Total Bank Paid Reimbursement	% Allocation of Reimbursement	Reimbursement	
Future Reimbursed Costs					
1	Pylon Signs	\$20,634.67	0.0%	\$0.00	
2	8' Waterline Loop w/ Trenching	\$7,140.00	33.3%	\$2,380.00	
3	Fire Hydrant	\$1,425.00	33.3%	\$475.00	
4	Drive Aisle Connection	\$8,800.00	33.3%	\$2,933.33	
5	Sewer Lift Station	\$14,000.00	33.3%	\$4,666.67	
				Subtotal	\$10,455.00
TOTAL					\$10,455.00

Note: Detention/retention costs (dependent on City requirements) are not included in this estimate.

TOTAL	\$1,065,195.00
TOTAL (After Reimbursement)	\$1,054,740.00

TOTAL Supplemental CA	\$1,210,739.00
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AVA Dental Office / Bank Pad

CONCEPTUAL CONSTRUCTION ESTIMATE

Date: 11/18/2021

Prepared By: James Copeland

Note: This is a conceptual estimate prepared prior to receiving official City approval on the scope of the offsite improvements, and prior to receiving official written approval from adjacent owners on site plan and grading improvements outside of the Smith's fuel center property boundaries.

Item	Description	Quantity	Unit	Cost
Bank Pad				
1	Parking Lot Restriping	1	LS	\$2,500.00
2	Curb & Gutter Removal	823	LF	\$5.00
3	Building Demolition (Including Asbestos)	1	LS	\$40,000.00
4	New Curb & Gutter	881	LF	\$25.00
5	Asphalt Removal & New Asphalt Paving	13,746	SF	\$6.50
6	Onsite Redi-Rock Retaining Wall	2,050	SF	\$45.00
7	Concrete Paving @ ADA Stalls	2,134	SF	\$10.00
8	Landscaping & Irrigation	5,386	SF	\$5.50
9	Cut to be Removed (to Finish Grade)	3,650	CY	\$14.00
10	Water Service Lateral & Meter	1	LS	\$4,000.00
11	12" Storm Drain w/ Trenching	125	LF	\$34.00
12	Gravity Sewer Lateral w/ Trenching	60	LF	\$42.00
13	Gas Service	1	LS	\$4,400.00
14	Power Service & Transformer	1	LS	\$10,000.00
15	Striping and Signage	1	LS	\$1,200.00
Subtotal				\$378,672.00
TOTAL				\$378,672.00

Item	Description	Total Cost	% Allocation	Cost
Shared Costs				
1	Pylon Signs	\$123,808.00	16.7%	\$20,684.67
2	8" Waterline Loop w/ Trenching	\$28,560.00	25.0%	\$7,140.00
3	Fire Hydrant	\$5,700.00	25.0%	\$1,425.00
4	Drive Aisle Connection	\$35,200.00	25.0%	\$8,800.00
5	Sewer Lift Station	\$56,000.00	25.0%	\$14,000.00
Subtotal				\$51,999.67
TOTAL				\$51,999.67

Notes: Retaining wall costs may not be necessary if the bank pad develops simultaneously with the fuel center pad. Detention/retention costs (dependent on City requirements) are not included in this estimate.

Subtotal	\$430,671.67
15% Contingency	\$64,600.75
TOTAL	\$495,272.42

AVA Drink Kiosk

CONCEPTUAL CONSTRUCTION ESTIMATE

Date: 11/18/2021

Prepared By: James Copeland

Note: This is a conceptual estimate prepared prior to receiving official City approval on the scope of the offsite improvements, and prior to receiving official written approval from adjacent owners on site plan and grading improvements outside of the Smith's fuel center property boundaries.

Item	Description	Quantity	Unit	Cost
Drive Thru Drink Kiosk Pad				
1	Curb & Gutter Removal	250	LF	\$5.00 LF \$1,250.00
2	New Curb & Gutter	665	LF	\$25.00 LF \$16,625.00
3	Asphalt Removal & New Asphalt Patching	4,970	SF	\$6.50 SF \$32,305.00
4	Landscaping & Irrigation	9,428	SF	\$5.50 SF \$51,854.00
5	Striping and Signage	1	LS	\$600.00 LS \$600.00
6	Water Service Lateral & Meter	1	LS	\$4,000.00 LS \$4,000.00
7	Gas Service	1	LS	\$4,400.00 LS \$4,400.00
8	Power Service & Transformer	1	LS	\$10,000.00 LS \$10,000.00
9	12" Storm Drain w/ Trenching	40	LF	\$34.00 LF \$1,360.00
10	Gravity Sewer Lateral w/ Trenching	90	LF	\$40.00 LF \$3,600.00
Subtotal				\$125,994.00
TOTAL				\$125,994.00

Item	Description	Total Cost	% Allocation	Cost
Shared Costs				
1	Pylon Signs	\$123,808.00	25.0%	\$30,952.00
2	8" Waterline Loop w/ Trenching	\$28,560.00	33.3%	\$9,520.00
3	Fire Hydrant	\$5,700.00	33.3%	\$1,900.00
4	Drive Aisle Connection	\$35,200.00	33.3%	\$11,733.33
5	Sewer Lift Station	\$56,000.00	33.3%	\$18,666.67
Subtotal				\$72,772.00
TOTAL				\$72,772.00

Item	Description	Total Bank Pad Reimbursement	% Allocation of Reimbursement	Reimbursement
Future Reimbursed Costs				
1	Pylon Signs	\$20,634.67	50.0%	\$10,317.33
2	8" Waterline Loop w/ Trenching	\$7,140.00	33.3%	\$2,380.00
3	Fire Hydrant	\$1,425.00	33.3%	\$475.00
4	Drive Aisle Connection	\$8,800.00	33.3%	\$2,933.33
5	Sewer Lift Station	\$14,000.00	33.3%	\$4,666.67
Subtotal				\$20,772.33
TOTAL				\$20,772.33

Note: Detention/retention costs (dependent on City requirements) are not included in this estimate.

Subtotal	\$198,766.00
15% Contingency	\$29,814.90
TOTAL	\$228,580.90
TOTAL (After Reimbursement)	\$207,808.57

AVA Coffee Kiosk
CONCEPTUAL CONSTRUCTION ESTIMATE

Date: 11/18/2021

Prepared By: James Copeland

Note: This is a conceptual estimate prepared prior to receiving official City approval on the scope of the offsite improvements, and prior to receiving official written approval from adjacent owners on site plan and grading improvements outside of the Smith's fuel center property boundaries.

Item	Description	Quantity	Unit	Cost
Drive Thru Coffee Kiosk Pad				
1	Curb & Gutter Removal	194	LF	\$5.00 LF \$970.00
2	New Curb & Gutter	228	LF	\$25.00 LF \$5,700.00
3	Asphalt Removal & New Asphalt Patching	2,308	SF	\$6.50 SF \$15,002.00
4	Striping and Signage	1	LS	\$400.00 LS \$400.00
5	Water Service Lateral & Meter	1	LS	\$4,000.00 LS \$4,000.00
6	Gas Service	1	LS	\$4,400.00 LS \$4,400.00
7	Power Service & Transformer	1	LS	\$10,000.00 LS \$10,000.00
8	Gravity Sewer Lateral w/ Trenching	150	LF	\$40.00 LS \$6,000.00
Subtotal				\$46,472.00
TOTAL				\$46,472.00

Item	Description	Total Cost	% Allocation	Cost
Shared Costs				
1	Pylon Signs	\$123,808.00	25.0%	\$30,952.00
2	8" Waterline Loop w/ Trenching	\$28,560.00	33.3%	\$9,520.00
3	Fire Hydrant	\$5,700.00	33.3%	\$1,900.00
4	Drive Aisle Connection	\$35,200.00	33.3%	\$11,733.33
5	Sewer Lift Station	\$56,000.00	33.3%	\$18,666.67
Subtotal				\$72,772.00
TOTAL				\$72,772.00

Item	Description	Total Bank Pad Reimbursement	% Allocation of Reimbursement	Reimbursement
Future Reimbursed Costs				
1	Pylon Signs	\$20,634.67	50.0%	\$10,317.33
2	8" Waterline Loop w/ Trenching	\$7,140.00	33.3%	\$2,380.00
3	Fire Hydrant	\$1,425.00	33.3%	\$475.00
4	Drive Aisle Connection	\$8,800.00	33.3%	\$2,933.33
5	Sewer Lift Station	\$14,000.00	33.3%	\$4,666.67
Subtotal				\$20,772.33
TOTAL				\$20,772.33

Note: Detention/retention costs (dependent on City requirements) are not included in this estimate.

Subtotal	\$119,244.00
15% Contingency	\$17,886.60
TOTAL	\$137,130.60
TOTAL (After Reimbursement)	\$116,358.27